



Terms & Conditions

CMA Info cc provides property information and automated valuations by way of the internet at www.cmainfo.co.za.

1. The Subscriber: is the person/company/proprietor professionally involved in the property industry that subscribes to use the CMA Info web site at www.cmainfo.co.za.
2. The Subscription
 - i. allows the subscriber and any of its authorised and registered subscribing employees (hereafter referred as a user) in the same office as the subscriber access to the cmainfo.co.za web site so as to log in and perform any of the searches, make use of all of the information and GIS maps available as well as perform CMA Valuations
 - ii. provides for access to the web site by a user who shall register with CMA Info using the Individual User Registration form. This registration will be binding on both the subscriber and the user and subject to these terms and conditions and any additional conditions included on the subscriber and or Individual User Registration forms.
 - iii. allows access and use by the authorised and registered user/s who are directly employed by the subscriber to the CMA Info cc web site and all its procedures,
 - iv. allows for the registration of no more than 25 users per subscription.
 - v. is payable monthly in advance. The subscription fee shall be as per the price list which can be found on the web site at www.cmainfo.co.za and which is subject to change,
3. Additional costs. Where the subscriber has authorised the purchase of additional information, the amount shall be calculated as per the price list which can change from time to time and which can be found on the web site at www.cmainfo.co.za . This amount shall be included and invoiced with the monthly subscription
4. Additional Office/s: In the event that the subscriber has an interest in more than one office irrespective of its location, then, in order to have access to the web site, the additional office/s must subscribe separately regardless of any related or intercompany ownership and whether franchised or associated in any way.
5. Additional Registered Users: Each additional authorised and registered user shall have individual access to the CMA Info web site and the information it provides. Each additional user
 - i. to register on the prescribed individual registration form which must be authorised by the Subscriber,
 - ii. to be employed by the Subscriber AND actually work out of the office of the subscriber at the address provided on the Subscription form,
 - iii. to be charged to the subscribers account as per the current price list.

- iv. Cancelled users will be removed from the system immediately on notice being received after which date they will then no longer have access to the system.
- v. To avoid being included in the next months invoice, cancellation of any agent/s must be done before the invoice run which is approximately the 25th of the month.

6. Contract Period

- i. The contract shall be for an initial period of (3) three months and continue thereafter on a monthly basis. Either the subscriber or CMA Info cc may terminate this arrangement by giving the other party one month's written notice but subject to the initial (3) three month period.
- ii. Users may be added or cancelled at any stage.

Free 7 Day Trial

- iii. Where a free 7 day trial has been given, then, unless otherwise advised, the subscription itself will commence from the date following the date of termination of the free 7 day trial.
- iv. Where the subscriber decides not to go ahead with the subscription, then the subscriber shall within the 7 day free trial period give notice to such effect. Such notice must be in writing via email and which must in turn be confirmed by CMA Info cc in writing.
- v. Fair usage shall apply as per clause 14 below.

7. Reconnection Fee

- i. Subscriber Reconnection: where an office has been suspended for whatever reason, then on receipt by CMA Info of any outstanding amount together with the reconnection fee, the subscription will be re-activated.
- ii. User Reconnection: where a user has been locked out due to 3 or more simultaneous logins recorded in a 30 day period, the user will be re-activated on receipt of payment of the reconnection fee
- iii. The reconnection shall be as per the latest price list which can be found at www.cmainfo.co.za.

8. Pricing

- i. Pricing shall be as per the latest price list which can be found at www.cmainfo.co.za.
- ii. The full amount shall be payable on registration of a user. No refund or part refund will be made for any user cancelled.
- iii. CMA Info cc reserves the right to change its fees as reflected in the current price list subject to one months notice.

9. Payments

- i. The monthly Subscription together with individual user subscriptions to be paid monthly in advance.

- ii. Debit order payments for subscriptions and any other costs incurred as set out in the price list will run on or around the 25th of each month.
- iii. Payment of any amount/s due to be received by the 7th of the month for which it is due.
- iv. Where any amount remains unpaid after the 7th day of the month, CMA Info reserves the right to deactivate the subscribing office and all its registered users without notice.
- v. Notwithstanding the above, should CMA Info allow the subscriber and any of its registered users the continued use of the web site even though the account is unpaid, this should not be regarded as a waiver of its right to deactivate the account.

10. Debit Order Instruction

Authorisation

Abbreviated Name as Registered with the Bank – CMAINFOCC.

The signed Authorisation and Mandate refers to both the Subscription document known as the “Subscription Form” as found on www.cmainfo.co.za as well as these terms and conditions.

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other Bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Subscription Form for payment of the fees and additional costs as reflected in the “CMA Info Price List” which may change from time to time and which can be found on www.cmainfo.co.za. Payment shall commence from this day on and continuing until this Authority and Mandate is terminated by me/us by giving CMA Info cc notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to the address of CMA Info cc as per clause 16.ii below.

The individual payment instructions so authorised to be issued must be issued and delivered monthly on approximately 25th day of the month. In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

Payment instructions due in December may be debited against my account approximately a week earlier than normal.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my Bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to the subscription form before the issuing of any payment instruction.

Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Subscription. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Subscription is also ceded or assigned to that third part, but in the absence of such assignment of the Subscription this Authority and Mandate cannot be assigned to any third party.

11. Unregistered office or user:

In the event that the Subscriber allows a user, whether authorised and registered or not, from a non subscribing office to have access to the CMA Info web site, then the Subscriber shall on written request from CMA Info, register that office together with any individual users working out of that office, whether previously registered or not. The Subscriber shall have 7 days from date of sending the request to comply with the request.

In the event that the subscriber takes no action to register the unregistered office together with its users, then the subscriber hereby

- i. authorises CMA Info to register the unregistered office on the same basis as the original subscription as if the subscriber had registered the office himself,
- ii. agrees to pay the monthly subscription fee/s as per the invoice for that additional office,
- iii. agrees to pay the monthly subscription fee as invoiced for that unregistered office as per the price list, the fee to be billed separately and invoiced in the normal way,
- iv. authorises CMA Info to use the debit order system where applicable for the additional subscription fee in the normal way and as agreed to on the original subscription form.

12. Reporting Data

The subscriber agrees to update CMA Info cc with sales data, show house data and accommodation data when available. The data concerned will be data that is not sensitive to the subscriber and may already be available in other subscriptions or public data bases. The subscriber also agrees to provide CMA Info cc the same historical data that may have been provided to others. Data is to be provided on a regular basis preferably when the sale occurs or generally whilst using the CMA Info web site.

13. Should the subscriber fail to pay either their monthly subscription or any other invoiced amounts on or before the due date, or contravene any part of this agreement in any way, then CMA Info cc will be entitled to:

- i. claim payment of the full balance outstanding in respect of the initial period, plus a further period of (1) one month in respect of notice. The subscriber agrees to pay interest on any overdue amount at a rate of 3% above the prime overdraft rate charged by banking institutions from time to time,
- ii. refuse to carry out any further obligations to the subscriber suspending all access terminating this agreement forthwith and denying the subscriber further access to cmainfo.co.za or any data supplied by CMA Info cc,
- iii. pursue any other remedies in law so as to recover property or monies owed. The subscriber will be liable for all legal costs should CMA Info cc have to institute any legal proceedings in pursuit of the above.

14. The subscriber acknowledges that Reports and research provide for the downloading of sensitive information pertaining to property owners.

Regarding the security of such sensitive information, both the POPIA act as well as the NCR require that any sensitive data downloaded in any way must be kept in a secure environment and protected as far as possible. Usually this includes password protection and where possible the encryption of downloaded data.

The subscriber confirms that they understand these requirements and that they will be implemented.

15. Fair usage and Data Mining

It is the philosophy and belief of CMA Info cc that users of this system should be free to do any research throughout the region in which they operate. However, because this opens the site to the possibility of abuse, CMA Info cc reserves the right to

- i. In the case of excessive down loading of data, and where the volumes exceed what is considered fair usage, charge for the excessive usage as reflected on the price list.
- ii. in addition and without notice, deactivate any subscriber that it feels may be excessively "data mining" or "stripping" the system of data.

No refund will be made for any monies or subscriptions received.

16. Any amendments made to these conditions will apply with immediate effect to any contract that has completed its initial period as well as those contracts where the initial period has not yet been completed but where the amendments do not affect the underlying basis of the agreement.

17. Notice: The subscriber shall notify CMA Info cc in writing of any change of address, account details or change in ownership of the company and or its director/members. Unless notified otherwise,

access to the web site shall continue and be charged for as per the subscription.

Any notice to be sent by either party shall be sent via e-mail and or fax to the relevant e-mail address and fax number provided on the subscription form or by registered post to the address as per clause 16 below. Proof of delivery to be made available on request by either party.

18. For the purpose of delivery,

- i. the address, e-mail address and fax number/s of the subscriber shall be as per the subscription form,
- ii. the address, for CMA Info cc shall be Sunclare, 21 Dreyer Street, Claremont, Cape Town E-mail info@cmainfo.co.za, fax number 021 671 0548,
- iii. any e-mail or fax sent shall be deemed to have been received within 48 hours of being sent. Delivery by registered post: In this case delivery will be taken to have been made 5 days after posting.
- iv. The parties may by notice in writing alter their recorded addresses set out herein to another physical address in the Republic of South Africa.

19. Any notices of changes to the price list, agreement / subscription form shall be in writing and delivered in accordance with clause 15.

20. The subscriber and or its registered users/s confirm that they have read, understand and accept the DISCLAIMER which can be found at www.cmainfo.co.za.

21. The subscriber agrees to the jurisdiction of the magistrate's court Wynberg, Cape Town.